UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/804,087	03/19/2004	Juha R. Vallinen	042933/373950	7034

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EXAMINER
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ART UNIT	PAPER NUMBER
3687	

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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

	Application No.	**Applicant(s)**
Office Action Summary	10/804,087	VALLINEN ET AL.
	Examiner	**Art Unit**
	VANEL FRENEL	3687

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *6/04/09*.

2a)☐ This action is **FINAL**. 2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1,2,5-10,17-20,27 and 28* is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1,2,5-10,17-20,27 and 28* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☐ Information Disclosure Statement(s) (PTO/SB/08)
    Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____.

5)☐ Notice of Informal Patent Application

6)☐ Other: _____.

DETAILED ACTION

Continued Examination Under 37 CFR 1.114

1.   A request for continued examination under 37 CFR 1.114, including the fee set

forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this

application is eligible for continued examination under 37 CFR 1.114, and the fee set

forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action

has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on 6/04/09

has been entered.

Notice to Applicant

2.   This communication is in response to the RCE filed on 6/04/09. Claims 1, 17, 27

and 28 have been amended. Claims 3-4, 11-16, and 21-26 have been cancelled.

Claims 1-2, 5-10, 17-20, and 27-28 are pending.

Claim Rejections - 35 USC § 103

3.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or

described as set forth in section 102 of this title, if the differences between the subject

matter sought to be patented and the prior art are such that the subject matter as a

whole would have been obvious at the time the invention was made to a person having

ordinary skill in the art to which said subject matter pertains. Patentability shall not be

negatived by the manner in which the invention was made.

4.   Claims 1-2, 5-10, 17-20 and 27-28 are rejected under 35 U.S.C. 103(a) as being

unpatentable over Young et al (2002/0072412) in view of Brown et a1.(2003/0115203)

and further in view of Egendorf (6,188,994).

Regarding claim 1, Young shows a method comprising: initiating, "at a network

server", a provision of a service for at least two parties (paragraph 4); verifying that each

of the at least two parties is capable of paying for use of the service (paragraph 28);

generating payment information (paragraphs 28-30); and charging for use of the service

based on the payment information (paragraph 30), "the principle comprising a definite

choice of which of the at least two parties is responsible for paying the fee, wherein the

definite choice is determined according to a result of a use of the service by one of the

at least two parties that is different from a result of a use of the service by the at least

one other of the at least two parties (See Brown, Abstract, Page 2, Paragraph 0025).

Young discloses all the limitations above. Young does not explicitly disclose that

the method having "by communicating at least one message between the at least two

parties regarding a principle for paying a fee for the use of the service and including the

principle in the payment information".

However, this feature is known in the art, as evidenced by Brown. In particular,

Brown suggests that the method having "by communicating at least one message

between the at least two parties regarding a principle for paying a fee for the use of the

service and including the principle in the payment information" (See Brown, Page 3,

Paragraph 0032).

It would have been obvious to one of ordinary skill in the art at the time of the

invention to have included the feature of Brown within the system Young with the

motivation of providing a link, or reference to a subscriber's data page may be sent to

another party when the subscriber requests a connection with that party or the other

party requests a connection with the subscriber, while the subscriber and called party

are connected, or after the connection (See Brown, Page 1, Paragraphs 0010-0011).

Furthermore, Young and Brown teach all the limitations above, however, fail to

teach this new limitation of "and wherein communicating the at least one message

between the at least two parties comprises agreeing, between the at least two parties,

to an occurrence that unambiguously defines a party who is responsible for paying for

use of the service" and "notifying the network server of the agreement"; charging for use

of the service based on the payment information.

However, this feature is known in the art, as evidenced by Egendorf. In particular,

Egendorf suggests that the method having "and wherein communicating the at least one

message between the at least two parties comprises agreeing, between the at least two

parties, to an occurrence that unambiguously defines a party who is responsible for

paying for use of the service" (See Egendorf, Fig.l; Fig.2; Co1.3, lines 20-41; Co1.4,

lines 59-67 to Co1.5, line 12); and "notifying the network server of the agreement";

charging for use of the service based on the payment information (See Egendorf Co1.3,

lines 20-41; Co1.4, lines 59-67 to Co1.5, line 12).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Egendorf within the collective teachings of Brown and Young with the motivation of providing a secure method of billing commercial transactions over the Internet (See Egendorf, Co1.2, lines 1-3).

Regarding claim 2, Young shows the limitation wherein the step of initiating comprises initiating a provision of a game (abstract).

Regarding claim 5, Young shows defining the occurrence to be losing a game (paragraphs 4, 22).

Regarding claim 6, Young shows reserving for a party payment resources from a prepaid account of the party and including information of the reserved payment resources in the payment information (paragraph 25).

Regarding claim 7, Young shows reserving the payment resources in an online charging system (paragraph 26).

Regarding claim 8, Brown discloses the method further comprising charging the service to the reserved and returning unused payment"(See Brown, Page 3, Paragraph 0032).

Regarding claim 9, Brown discloses the method wherein the charging comprises charging the service to one of the at least two parties" (See Brown, Page 3, Paragraph 0032).

Regarding claim 10, Brown discloses the method further comprising sending at least one message in accordance with Session Initiation Protocol (See Brown, Page 2, Paragraph 0022).

Regarding claim 17, Young shows an apparatus, comprising: an enabler configured simultaneous provision of a service for at least two parties (paragraph 4); a verifier configured to verify that the at least two parties using the service are capable of paying for use of the service (paragraph 28); and a generator configured to provide payment information for the use of the service by the at least two parties for use in charging for the use of the service (paragraphs 28-30).

Young does not explicitly disclose that the apparatus having "by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information". However, this feature is known in the art, as evidenced by Brown. In particular, Brown suggests that the apparatus having "by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information"(See Brown, Page 3, Paragraph 0032).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Brown within the system Young with the motivation of providing a link, or reference to a subscriber's data page may be sent to another party when the subscriber requests a connection with that party or the other party requests a connection with the subscriber, while the subscriber and called party are connected, or after the connection (See Brown, Page 1, Paragraphs 0010-0011). Furthermore, Young and Brown teach all the limitations above, however, fail to teach this new limitation of "and wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service" and "notifying the network server of the agreement"; charging for use of the service based on the payment information.

However, this feature is known in the art, as evidenced by Egendorf. In particular, Egendorf suggests that the method having "and wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service" (See Egendorf, Fig.1; Fig.2; Col .3, lines 20-41; Col .4, lines 59-67 to Col .5, line 12).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Egendorf within the collective teachings of Brown and Young with the motivation of providing a secure method of billing commercial transactions over the Internet (See Egendorf, Col .2, lines 1-3).

Furthermore, Young and Brown teach all the limitations above, however, fail to teach this new limitation of "and wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service"and "notifying the network server of the agreement"; charging for use of the service based on the payment information.

However, this feature is known in the art, as evidenced by Egendorf. In particular, Egendorf suggests that the method having "and wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service" (See Egendorf, Fig.1; Fig.2; Col .3, lines 20-41; Col .4, lines 59-67 to Col .5, line 12) and "notifying the network server of the agreement"; charging for use of the service based on the payment information (See Egendorf, Fig.1; Fig.2; Col .3, lines 20-41; Col .4, lines 59-67 to Col .5, line 12).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Egendorf within the collective teachings of Brown and Young with the motivation of providing a secure method of billing commercial transactions over the Internet (See Egendorf, Col .2, lines 1-3).

Regarding claim 18, Young shows an apparatus further comprising: a charger configured to charge the service based on payment information (paragraph 26).

Regarding claims 19 and 20, Young shows an apparatus wherein the apparatus is one of a serving controller and an application server and the limitation wherein the apparatus is a game server (Fig. 1).

As per claim 27, Young discloses a computer program embodied on a computer readable medium, said computer program configured to control a processor to perform: initiating a provision of a service for at least two parties (paragraph 4); verifying that of the at least two parties is capable of paying for use of the service (paragraph 28). Young does not explicitly disclose generating payment information by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information; and charging for use of the service based on the payment information.

However, this feature is known in the art, as evidenced by Brown. In particular, Brown suggests generating payment information by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information; and charging for use of the service based on the payment information "(See Brown, Page 3, Paragraph 0032).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Brown within the system Young with the motivation of providing a link, or reference to a subscriber's data page may be sent to another party when the subscriber requests a connection with that party or the other

party requests a connection with the subscriber, while the subscriber and called party

are connected, or after the connection (See Brown, Page 1, Paragraphs 0010-0011).

Furthermore, Young and Brown teach all the limitations above, however, fail to

teach this new limitation of "and wherein communicating the at least one message

between the at least two parties comprises agreeing, between the at least two parties,

to an occurrence that unambiguously defines a party who is responsible for paying for

use of the service".

However, this feature is known in the art, as evidenced by Egendorf. In particular,

Egendorf suggests that the method having "and wherein communicating the at least one

message between the at least two parties comprises agreeing, between the at least two

parties, to an occurrence that unambiguously defines a party who is responsible for

paying for use of the service" (See Egendorf, Fig.l; Fig.2; Co1.3, lines 20-41; Co1.4,

lines 59-67 to Co1.5, line 12), and "notifying the network server of the agreement";

charging for use of the service based on the payment information (See Egendorf, Fig.1;

Fig.2; Col .3, lines 20-41; Col .4, lines 59-67 to Col .5, line 12).

It would have been obvious to one of ordinary skill in the art at the time of the

invention to have included the feature of Egendorf within the collective teachings of

Brown and Young with the motivation of providing a secure method of billing

commercial transactions over the Internet (See Egendorf, Co1.2, lines 1-3).

As per claim 28, Young discloses an apparatus, comprising: enabling means for

enabling simultaneous provision of a service for at least two parties (paragraph 4);

verifying means for verifying that the at least two parties using the service are capable

of paying for use of the service (paragraph 28).

Young does not explicitly disclose generating means generating payment

information for the use of the service by at least two parties for use in charging for the

use of the service by communicating at least one message between the at least two

parties regarding a principle for paying a fee for the use of the service and including the

principle in the payment information.

However, this feature is known in the art, as evidenced by Brown. In particular,

Brown suggests generating means generating payment information for the use of the

service by at least two parties for use in charging for the use of the service by

communicating at least one message between the at least two parties regarding a

principle for paying a fee for the use of the service and including the principle in the

payment information (See Brown, Page 3, Paragraph 0032).

It would have been obvious to one of ordinary skill in the art at the time of the

invention to have included the feature of Brown within the system Young with the

motivation of providing a link, or reference to a subscriber's data page may be sent to

another party when the subscriber requests a connection with that party or the other

party requests a connection with the subscriber, while the subscriber and called party

are connected, or after the connection (See Brown, Page 1, Paragraphs 0010-0011).

Furthermore, Young and Brown teach all the limitations above, however, fail to teach

this new limitation of "and wherein communicating the at least one message between

the at least two parties comprises agreeing, between the at least two parties, to an

occurrence that unambiguously defines a party who is responsible for paying for use of the service" and "notifying the network server of the agreement"; charging for use of the service based on the payment information.

However, this feature is known in the art, as evidenced by Egendorf. In particular, Egendorf suggests that the method having "and wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service" (See Egendorf, Fig.1; Fig.2; Col .3, lines 20-41; Col .4, lines 59-67 to Col .5, line 12) and "notifying the network server of the agreement"; charging for use of the service based on the payment information (See Egendorf, Fig.1; Fig.2; Col .3, lines 20-41; Col .4, lines 59-67 to Col .5, line 12). It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Egendorf within the collective teachings of Brown and Young with the motivation of providing a secure method of billing commercial transactions over the Internet (See Egendorf, Col.2, lines 1-3).

Response to Arguments

6. Applicant's arguments filed on 6/04/09 with respect to claims 1-2, 5-10, 17-20 and 27-28 have been fully considered but they are not persuasive.

(A)   At pages 18-20of the response filed on 6/04/09, Applicant's argues that the newly

added features in the 9/18/07 amendment are not taught or suggested by the applied

references.

In response, all of the limitations which Applicant disputes as missing in the

applied references, including the features newly added in the 06/04/09 amendment,

have been fully addressed by the Examiner as either being fully disclosed or obvious in

view the teachings of Young, Brown and /or Egendorf based on the logic and sound

scientific reasoning of one ordinarily skilled in the art at the time of the invention, as

detailed in the remarks and explanations given in the preceding sections of the present

Office Action and in the prior Office Action, and incorporated herein. One cannot show

nonobviousness by attacking references individually where the rejections are based on

combinations of references. See In re Keller, 642 F.2d 413, 208 USPQ 871 (CCPA

1981); In re Merck & Co., 800 F.2d 1091,231 USPQ 375 (Fed. Cir.1986).

In addition, the test for obviousness is not whether the features of a secondary

reference may be bodily incorporated into the structure of the primary reference; nor is it

that the claimed invention must be expressly suggested in any one or all of the

references. Rather, the test is what the combined teachings of the references would

have suggested to those of ordinary skill in the art. See In re Keller, 642 F.2d 413, 208

USPQ 871 (CCPA 1981).

Conclusion

8.   Any inquiry concerning this communication or earlier communications from the

examiner should be directed to John Shin whose telephone number is (571) 270-3276.

The examiner can normally be reached on Monday to Friday, 10:30 am - 7:00 pm, EST.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Matthew Gart can be reached on (571) 272-3955. The fax phone number for

the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent

Application Information Retrieval (PAIR) system. Status information for published

applications may be obtained from either Private PAIR or Public PAIR. Status

information for unpublished applications is available through Private PAIR only. For

more information about the PAIR system, see http://pair-direct.uspto.gov. Should you

have questions on access to the Private PAIR system, contact the Electronic Business

Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO

Customer Service Representative or access to the automated information system, call

/Vanel Frenel/

Examiner, Art Unit 3687

August 16, 2009